



Order Filed on October 18, 2019  
by Clerk U.S. Bankruptcy Court  
District of New Jersey

Winston & Winston, P.C.  
Attorneys for JPMorgan Chase Bank, N.A. (Secured Creditor)  
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New York, NY 10017  
(212) 532-2700  
Aleksander Powietrzynski (AP7768)

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

In Re:

Angel L Rodriguez and  
Amaris La Llave Padilla,

Debtors.

Case No. 17-27768-JKS  
(Chapter 13)

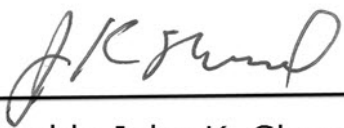
Hearing Date: September 27, 2019

Judge: Hon. John K. Sherwood

**CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC STAY AS TO THE  
2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) WITH WAIVER OF F.R.B.P. RULE  
4001(A)(3)**

The Relief set forth on the following pages, numbered two (2) through two (2)  
is hereby **ORDERED**.

DATED: October 18, 2019

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

**(Page 2)**

Debtors: Angel L Rodriguez and Amaris La Llave Padilla

Case No.: 17-27768-JKS

Caption of Order: CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC  
STAY AS TO THE 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) WITH WAIVER OF  
F.R.B.P. RULE 4001(A)(3)

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Upon the Stipulation of JPMORGAN CHASE BANK N.A., (“Chase”) and Angel L  
Rodriguez and Amaris La Llave Padilla (“Debtors”) under Bankruptcy Code §§ 362 (d)(1) and  
362 (d)(2) for relief from the automatic stay as to a 2011 Nissan Murano (VIN:  
JN8AZ1MW4BW176908) and for good cause shown and no cause to the contrary appearing;

IT IS HEREBY ORDERED that the attached Stipulation is “SO ORDERED.”

Winston & Winston, P.C.  
Attorneys for JPMorgan Chase Bank, N.A. (Secured Creditor)  
155 E 44<sup>th</sup> Street, 5<sup>th</sup> Floor, Suite 142  
New York, NY 10017  
(212) 532-2700  
Aleksander Powietrzynski (AP7768)

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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In Re:

Angel L Rodriguez and  
Amaris La Llave Padilla,

Debtors.

**STIPULATION RESOLVING MOTION  
FOR RELIEF OF THE AUTOMATIC  
STAY**

Case No. 17-27768-JKS  
(Chapter 13)

Oral Argument NOT requested

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WHEREAS, JPMorgan Chase Bank, N.A., ("Chase") is a secured creditor in the above referenced matter with regard to a 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) ("Vehicle"); and

WHEREAS, On or about February 10, 2015, the debtors, Amaris LaLlavePadilla and Angel Rodriguez ("Debtors") entered into a Retail Installment Sale Contract Simple Finance Charge ("Retail Installment Contract") for the purchase of a 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) ("Vehicle"); and

WHEREAS Chase is the owner and holder of the Retail Installment Contract and maintains a valid perfected lien on the Vehicle; and

WHEREAS, Debtors are in default of the Retail Installment Contract by failing to make payments when due; and

WHEREAS, on August 28, 2019, Chase, through its attorneys, Winston & Winston, P.C., filed and served a Motion for Relief of Stay regarding the Vehicle which was made returnable on September 27, 2019 at 10:00 AM; and

WHEREAS on or about September 18, 2019 Debtors filed an Opposition to the Motion for Relief of Stay and seeks to cure the default and retain the Vehicle and continue to pay the outside of the Plan with a \$1,889.00 payment towards the arrears; and

WHEREAS, as of the date of October 9, 2019:

The Total Arrears: \$2,547.35;

Pre-Petition \$291.71 (paid by Trustee inside the plan and will continue to be paid by the Trustee inside the Plan);

Post-Petition Arrears: \$2,255.64;

Last Payment received of \$377.80 on August 5, 2019; and

WHEREAS, the parties seek to amicably resolve this matter and have agreed to:

IT IS HEREBY STIPULATED AND AGREED, in order to cure the past due arrears Debtor agrees as follows:

- Debtor will make a payment of \$1,889.00 (which Debtor's counsel is holding in escrow) to Creditor within five (5) days of the execution of this stipulation; and
- Pre-Petition arrears of \$291.71 will continue to be paid by the Trustee inside of the Debtor's Chapter 13 Plan; and
- Debtor will then pay off the remaining arrears in the amount of \$366.64 over two (2) months by paying \$561.12 per month (\$377.80 for regular monthly payment + \$183.32 towards the arrears) starting on October 10, 2019; and



- After the arrears have been cured, Debtor will continue to make regular monthly payments of \$377.80 per month until the lien has been paid and satisfied.

IT IS FURTHER STIPULATED AND AGREED, that the Debtor will continue to maintain insurance on the Vehicle and will keep the Vehicle in good condition, free any encumbrances and seizures until such time as the lien has been fully satisfied; and

IT IS FURTHER STIPULATED AND AGREED, that in the event the Debtor fails to timely make any payment Chase, either directly or through its agents or attorneys shall send a ten (10) day cure letter to debtor and debtor's attorney, and upon failure to timely cure any default, Chase may file a Certification of Default and submit an Order for the Court's signature that vacates the automatic stay pursuant to 11 U.S.C. § 362 to permit JPMorgan Chase Bank, N.A. to exercise its rights with respect to the Vehicle, a 2017 Mazda Mazda6 (VIN: JM1GL1V51H1119567); and

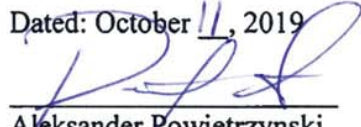
IT IS FURTHER STIPULATED AND AGREED, that in the event that Debtor defaults pursuant to the terms of this Settlement Agreement and Chase enforces its security interest and repossesses the Vehicle, the Trustee's right to surplus funds is hereby preserved, and Trustee will be given written notice of any surplus monies (if any) remaining after the sold of the Vehicle. Chase is directed to turn over surplus monies (if any) to the Trustee as property of the estate; and

IT IS FURTHER STIPULATED AND AGREED, that in the event of default and Chase's request for an Order granting relief of stay by way of Certification of Default, the provisions of Rule 4001 requiring a fourteen (14) day waiting period for the effectiveness of the order is hereby waived; and

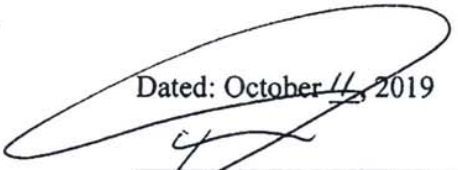
IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in multiple counterparts, each of which shall be deemed original and all of which when taken together shall constitute one and the same instrument; and

IT IS FURTHER STIPULATED AND AGREED, that electronic, copied and facsimile signatures are deemed originals for all purposes.

Dated: October 11, 2019

  
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Aleksander Powietrzynski  
Winston & Winston, P.C.  
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Alex@winstonandwinston.com

Dated: October 11, 2019

  
\_\_\_\_\_  
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Attorney for Debtors  
Goldman & Beslow, LLC  
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**Certificate of Notice Page 7 of 7**  
United States Bankruptcy Court  
District of New Jersey

In re:  
Angel L Rodriguez  
Amaris La Llave Padilla  
Debtors

Case No. 17-27768-JKS  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
Form ID: pdf903

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Oct 18, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 20, 2019.

db/jdb +Angel L Rodriguez, Amaris La Llave Padilla, 378 Dewitt Avenue, Belleville, NJ 07109-2739

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Oct 20, 2019

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 18, 2019 at the address(es) listed below:

Aleksander Piotr Powietrzynski on behalf of Creditor JPMORGAN CHASE BANK, N.A.  
alex@winstonandwinston.com

Alexandra T. Garcia on behalf of Creditor Stearns Lending, LLC NJECFMAIL@mwc-law.com,  
nj-ecfmail@ecf.courtdrive.com

Charles H. Jeanfreau on behalf of Creditor USAA Federal Savings Bank  
charles.jeanfreau@mccalla.com, BNCmail@w-legal.com

David G. Beslow on behalf of Debtor Angel L Rodriguez yrodriguez@goldmanlaw.org,  
yrodriguez.knight29@gmail.com;ecf-control@goldman-beslow.com;r64764@notify.bestcase.com

David G. Beslow on behalf of Joint Debtor Amaris La Llave Padilla yrodriguez@goldmanlaw.org,  
yrodriguez.knight29@gmail.com;ecf-control@goldman-beslow.com;r64764@notify.bestcase.com

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Marie-Ann Greenberg magecf@magtrustee.com

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Mark Goldman on behalf of Joint Debtor Amaris La Llave Padilla yrodriguez@goldmanlaw.org,  
yrodriguez.knight29@gmail.com;ecf-control@goldman-beslow.com;r64764@notify.bestcase.com

Melissa S DiCerbo on behalf of Creditor Stearns Lending, LLC nj-ecfmail@mwc-law.com,  
nj-ecfmail@ecf.courtdrive.com

Rebecca Ann Solarz on behalf of Creditor JPMORGAN CHASE BANK, N.A. rsolarz@kmlawgroup.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 12